



PETITION TO THE TOWN COUNCIL

To the Honorable Town Council of the Town of Bristol:

The undersigned hereby respectfully requested of your Honorable Body that:

TOWN CLERK'S OFFICE
BRISTOL, RHODE ISLAND
2021 AUG -8 PM 1:51

Whereas, the Town Council and its Historic District Commission have previously approved both the site and design for a Memorial to be erected by the Bristol Middle Passage Port Marker Project, Inc. ("BMP") in Independence Park in honor of those victimized by the slave trade, and

Whereas, Independence Park is owned by the State of Rhode Island (the "State") and managed by the Town of Bristol (the "Town") under a June 3, 2014 License Agreement (the "Agreement") between the State acting through its Department of Transportation ("RIDOT") and the Town, which Agreement is stated to be subject to the Rules and Regulations Governing the Use of Highways, etc. (the "Rules") as appended thereto, and

Whereas, said appended Rules provide in Section 4.5 that the Town shall not bring any fixtures upon the premises without first obtaining the written consent of RIDOT; and said Rules further provide in Section 4.2 B that the Town shall maintain the premises at its sole cost and expense, including with respect to any subsequent alteration, addition, structures or improvements, and

Whereas, BMP having corresponded with RIDOT requesting its consent to the proposed site and design for the Memorial, and having pointed out that the Agreement and its appended Rules seem to clearly obligate the Town to maintain the Memorial once erected, RIDOT is nevertheless asking that the Town specifically acknowledge by resolution said maintenance obligation.

NOW, THEREFORE, the undersigned as Secretary of BMP does hereby respectfully petition and request on behalf of BMP that the Town Council at its upcoming meeting resolve to acknowledge its maintenance obligation under the Agreement with respect to the Memorial.

In support of our request we have attached hereto a copy of the aforesaid Agreement with its appended Rules, and copies of emails exchanged between the undersigned and Paul Carcieri of RIDOT pertinent to the filing of this Petition.

PLEASE NOTE:

Petition must be returned by 4:00 PM, two (2) Fridays prior to the Town Council meeting to appear on the docket of the _____ meeting for review and possible action. It is Council policy that action may not be taken on petitions unless recommendations, if necessary, from appropriate departments are received prior the Council meeting.

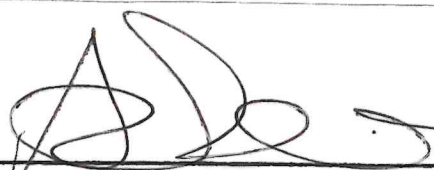
DATE RECEIVED: _____

SIGNATURE: _____

NAME: _____

ADDRESS: _____

TOWN: _____


Stephen T. O'Neill
70 Ferry Road
Bristol

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF TRANSPORTATION**

LICENSE AGREEMENT

This instrument constitutes a **LICENSE** from the **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS** acting by and through the **RHODE ISLAND DEPARTMENT OF TRANSPORTATION** ("LICENSOR") to the **TOWN OF BRISTOL, 10 COURT STREET, BRISTOL, RHODE ISLAND 02809** ("LICENSEE") permitting the **LICENSEE** to use approximately **TWO HUNDRED FIFTY THOUSAND (250,000) SQUARE FEET** of land owned and controlled by the Licensor, known as "**INDEPENDENCE PARK,**" **BRISTOL, RHODE ISLAND** ("**LICENSED PREMISES**"), as shown on **EXHIBIT A**, appended hereto, for the following use and purpose:

The subject (Independence Park) will be used for public recreational purpose

The parties agree that the issuance of this LICENSE is gratis.

If LICENSEE shall fail to comply with any provisions of this LICENSE AGREEMENT, or until said time as such real estate and riparian rights are necessary by the LICENSOR for transportation purposes, LICENSOR, or any duly constituted agent or servant of LICENSOR shall give notice to LICENSEE in writing, directed to the office of LICENSEE, or if life or property are in immediate jeopardy, by telephone to LICENSEE of such failure, and this LICENSE AGREEMENT, at the option of the LICENSOR, shall be terminated.

Unless revoked earlier by the **LICENSOR** this **LICENSE** shall be in full force and effect from **JULY 1, 2014 through JUNE 30, 2034.**

The **LICENSEE** hereby, for itself, its heirs, assigns, and successors in interest forever quitclaim unto the **LICENSOR** any claim of damage, including death, and/or property damage which may arise in connection with any activities on the property. The **LICENSEE** shall not cause, or suffer to be caused, waste or estrepement to the **LICENSED PREMISES** during the term of this **LICENSE**, and shall indemnify, hold harmless and defend the **LICENSOR** from any and all manner of bodily injury, including death, and property damage connected with the **LICENSEE'S** use of the **LICENSED PREMISES** and shall provide from a company or companies licensed to do business in the State of Rhode Island the following:

- General Liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence.
- Workmen's Compensation Insurance covering all employees of the **LICENSEE** having limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence.
- Coverage will be on an occurrence basis.
- Deductibles in excess of \$10,000 will require the prior written approval of the **LICENSOR**.
- Self-insured retentions will not be allowed without the prior, express written approval of the **LICENSOR**.
- A copy of the Endorsement Page from your insurer showing that the State has been added to your

policy

- The Licensors will be named as a loss payee and an additional insured to the policy.
- An endorsement giving the Licensors thirty (30) days notice of cancellation will be required.
- Coverage of the Licensors and its agents and employees will be continuous and remain in effect for the duration of the **LICENSE** and evidence of renewals will be provided to the **LICENSOR**.
- Any failure of the **LICENSEE** to comply with reporting requirements or other breaches of warranties shall not affect coverage provided to the Licensors as indemnitee and additional insured, its officers or employees.
- 2001 ISO (Insurance Services Office, Inc.) Commercial General Liability form or equivalent.

NONDISCRIMINATION CLAUSE: In connection with the performance of work under this License Agreement, the **LICENSEE** covenants and agrees that:

- (1) no person shall, on the grounds of race, color, sex, national origin, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall, on the grounds of race, color, sex, national origin, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination; and
- (3) the **LICENSEE** shall use the licensed premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (the Regulations), and as the Regulations may be amended.

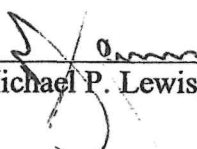
In the event of breach of any of the provisions of the above Nondiscrimination Clause, the Department shall have the right to terminate this **LICENSE** and to reenter and repossess said land and the facilities thereon, and hold the same as if said **LICENSE** had never been made or issued.

This **LICENSE** is also subject to the **RULES AND REGULATIONS GOVERNING THE USE OF HIGHWAYS, ETC.**, a copy of which is incorporated by reference herein and appended hereto as **EXHIBIT B.**

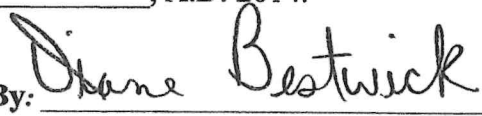
The **LICENSEE** shall countersign the original of this instrument and return it, together with the indemnification agreement and documentary proof of the insurance required, before this **LICENSE** shall become effective.

DATED _____, 2014

**LICENSOR: DEPARTMENT OF
TRANSPORTATION**

By: 
Michael P. Lewis, Director

Acknowledged this _____ day of _____, A.D. 2014.

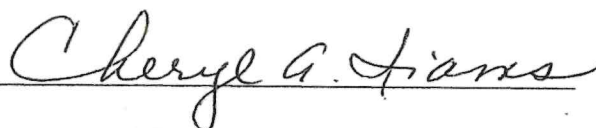
By: 

DATED 6-3-2014

LICENSEE: TOWN of BRISTOL

By: 
Antonio A. Teixeira
Town Administrator

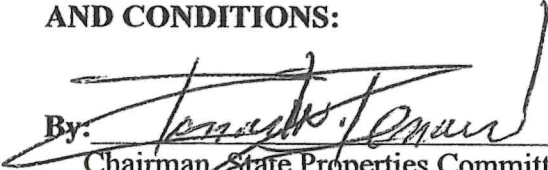
Acknowledged this 3rd day of June, A.D. 2014.

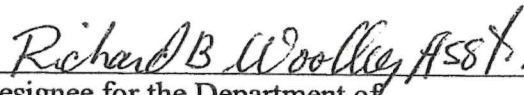
By: 

APPROVED this 29th day of July, A.D. 2014 by the State Properties Committee.

APPROVED AS TO TERMS
AND CONDITIONS:

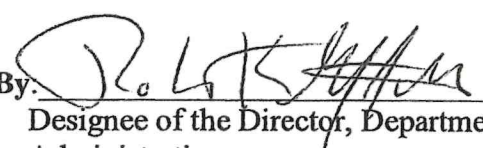
APPROVED AS TO FORM:

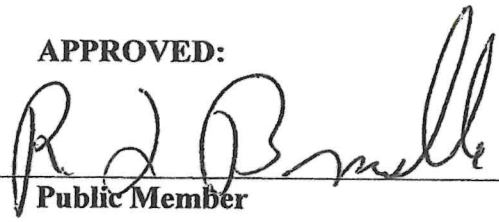
By: 
Chairman, State Properties Committee

By:  ASST. AG.
Designee for the Department of
Attorney General

APPROVED AS TO SUBSTANCE:

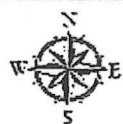
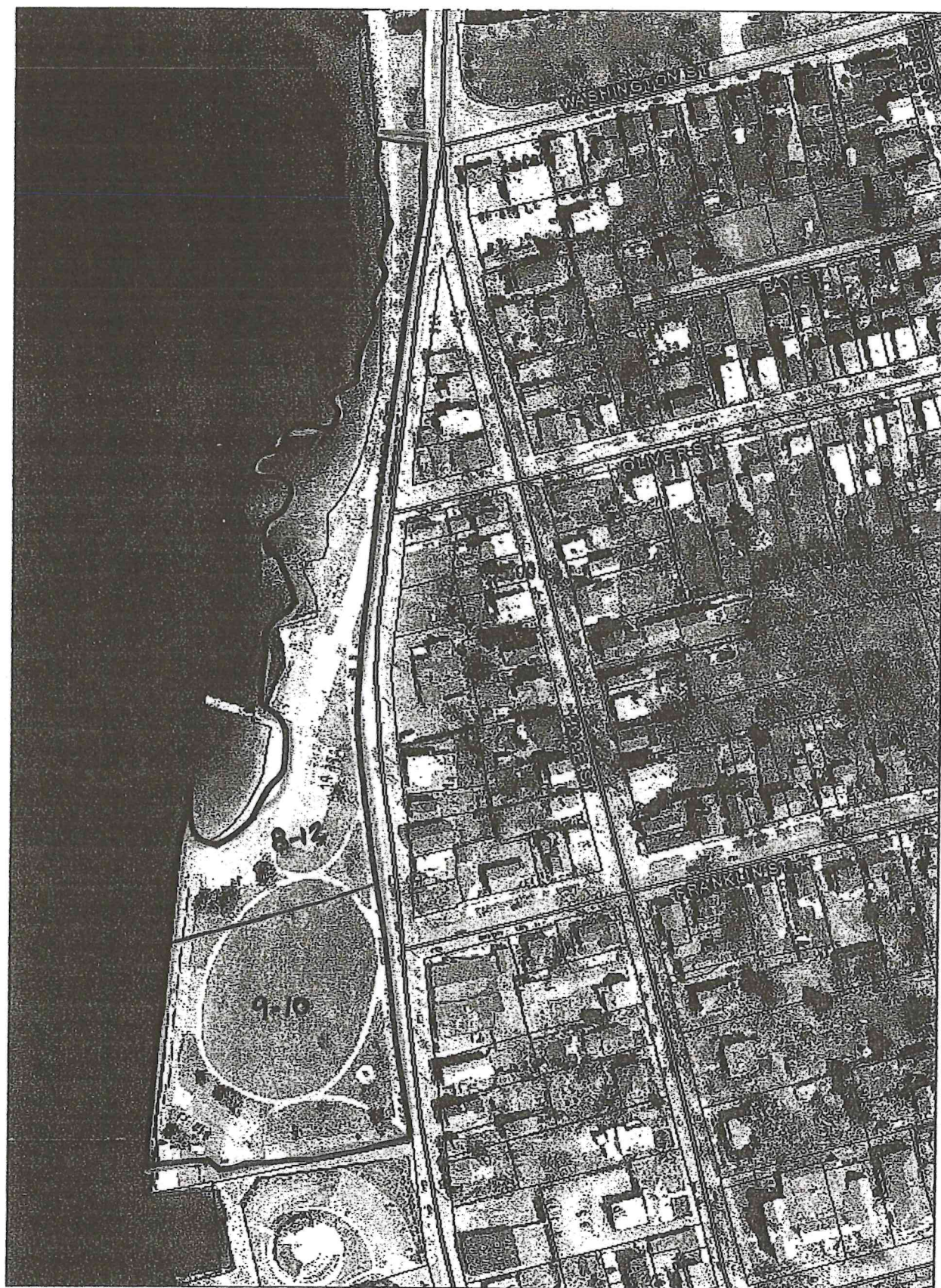
APPROVED:

By: 
Designee of the Director, Department of
Administration

By: 
Public Member

By: _____
Public Member

EXHIBIT "A"



0 100 200 400 600 Feet

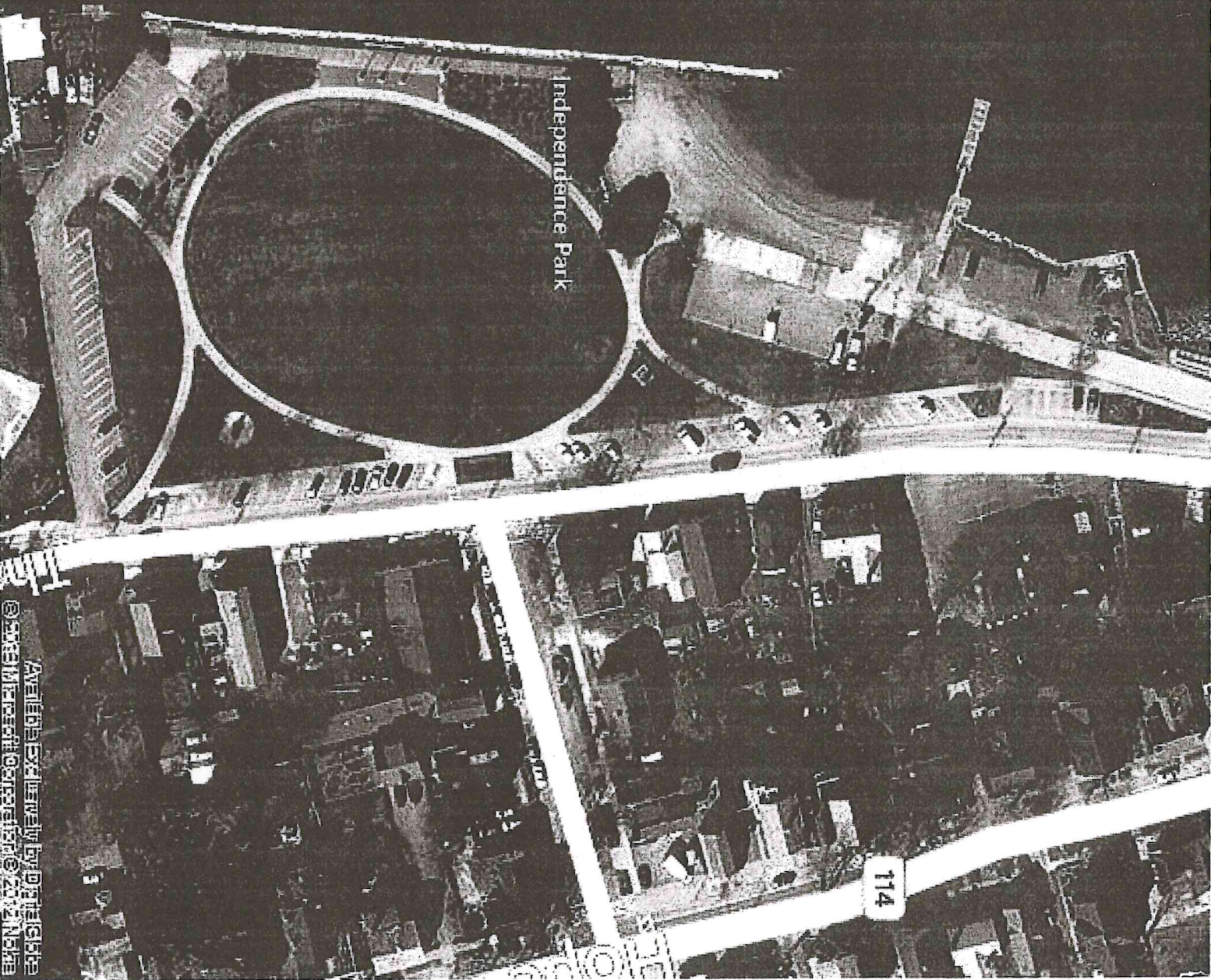


EXHIBIT B



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State

Edward S. Inman, III, Secretary of State

Rules and Regulations Filing Form

1. Name and Address of Agency

Department of Transportation Office of Legal Counsel
2 Capitol Hill Providence

2. Title of These Rules and Regulations

REGULATIONS REGARDING THE USE OF HIGHWAYS, ROADS, FREEWAYS, BRIDGES AND STRUCTURES

Optional Subtitle. Delete this text if no subtitle

3. Statutory Source of Authority to Issue These Rules

R.I.G.L. Chapter 42-35

4. Purpose of New Rules and Regulations or Amendments

Enter description here

5. Type of Filing

- ☐ A. Emergency
☐ B1. Amendment 42-35-3
☐ B2. Adoption 42-35-3
☐ B3. Repeal 42-35-3
☐ C. Technical Revision
☒ D. Rofile 42-35-4.1

Date of Public Notice: 00/00/0000

Date of Public Hearing: 00/00/0000

6. Documents Filed

(all filings must include entire regulation)

- ☐ A. New Rule and Regulation
☐ B. Amended Rules and Regulations
☐ C. Technical Revision
☒ D. Refiling Existing Regulations
☐ E. Emergency
☐ F. Repealed

*If yes to B1 or C in section 5, identify the amended sections or revision(s) and the original date of filing:

7. Agency Code

8. Certification

I hereby certify that the attached rules and regulations were adopted in accordance with the Administrative Procedures Act (42-35) and that they are true copies of this Department, attest,

Name: Paul R. D'Agostini

Title: Legal Staff Asst.

Vanessa E. Cram #38896
Notary Public My Commission expires 10/26/02

Subscribed and sworn before me this 2 day of Jan, 2002

RECEIVED

JAN 02 2002

RI SECRETARY OF STATE
ADMINISTRATIVE RECORDS

M. Kachan

ERLID# 1307

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS



William D. Ankner, Ph.D.
Director

Department of Transportation
OFFICE OF THE DIRECTOR
Two Capitol Hill
Providence, R.I. 02903-1124

OFFICE (401) 222-2481
FAX (401) 222-2086
TDD (401) 222-4971

December 18, 2001

Honorable Edward J. Inman, III
Secretary of State Office of the Secretary of State
337 Westminster Street
Providence, Rhode Island 02903

Re: Rules and Regulations Regarding the Use of Highways, Roads, Freeways,
Bridges & Structures (37-5-2)

Dear Secretary of State Inman:

Pursuant to Chapter 42-35 of the Rhode Island General Laws, enclosed please find two (2) sets of Regulations referenced above, which have been reformatted for refiling. You will also find attached the Affidavit of Publication from the Providence Journal Bulletin.

In accordance with R.I.G.L. 42-35-4, these Rules and Regulations will take effect twenty (20) days after filing with your office.

Thank you for your assistance in this matter. If you have any further questions, please do not hesitate to contact this office.

Very truly yours,

William D. Ankner, Ph.D.
DIRECTOR

RECEIVED

JAN 02 2002

RI SECRETARY OF STATE
ADMINISTRATIVE RECORDS

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF TRANSPORTATION

REGULATIONS REGARDING THE USE OF HIGHWAYS, ROADS,
FREEWAYS, BRIDGES AND STRUCTURES

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1.0 PURPOSE, SCOPE AND AUTHORITY

1.1 Purpose:

The purpose of these regulations is to carry out the statutory requirements contained in Chapter 5 of Title 37 of the Rhode Island General Laws.

1.2 Scope:

These regulations govern the use of highways, roads, freeways, bridges, and structures.

1.3 Authority:

The rules and regulations herein contained are promulgated pursuant to Chapter 5 of Title 37 of the Rhode Island General Laws.

2.0 POLICY

- 2.1 It is hereby declared to be the official policy of the Licensor that all licenses entered into by the Licensor allowing the use of state property under the jurisdiction of the Licensor shall be governed by these Regulations and that they shall be included in such licenses by reference.

3.0 DEFINITIONS

3.1 Licensee means the person, firm, corporation, partnership, proprietorship or entity to whom the license is issued.

3.2 Licensor means the Rhode Island Department of Transportation.

3.3 Premises includes all property owned by or under the jurisdiction of the Licensor.

4.0 REGULATIONS REGARDING THE USE OF RIDOT PROPERTY

4.1 Use of Premises:

In reference to the uses specified in the license document, the following shall also apply:

Except as hereinabove set forth, no rights or privileges are granted to the Licensee by the Licensor, and the language of this license is not to be read so as to infer or assume any additional rights or privileges on the Licensee's part.

Any use of the Premises by the Licensee deemed by the Licensor incompatible with the provisions herein contained shall constitute a material breach of this license and the Licensor shall thereupon immediately revoke this license.

4.2 Repairs and Maintenance

A. The Licensee has inspected and accepts the Premises in their present condition and agrees that no representation or warranties with regard to condition, fitness for use or zoning of the Premises have been made that are not specifically expressed herein; and further agrees upon the expiration or other termination of this license, to peaceably quit and deliver possession of the Premises to the Licensor in like good order, repair and safe condition, reasonable wear and tear expected.

During the hours of the Licensee's activities and operation upon the Premises, the Licensee agrees to put and keep said Premises in good order, repair and safe condition including, but not limited to, sidewalks, driveways, and any structures erected by the Licensee thereupon. This obligation of the Licensee shall likewise apply to any damage or disrepair to the Premises, including repairs thereto, which may occur or persist after the hours of the Licensee's activities or operations but which shall have occurred as a direct result of said activities and operations.

B. The Licensee agrees to maintain the Premises at its sole cost and expense, including any subsequent alteration, addition, structures or improvements erected upon or made by the Licensee thereto, including, but in no way to, the removal of sand, trash, rubbish, snow, ice, broken glass, debris, litter and other unlawful obstructions which may accumulate thereupon.

C. The Licensee agrees to secure the premises and safeguard the physical integrity of the Premises and the Licensor's property thereupon, and to

safeguard said premises from unlawful entry, trespass and other acts which may actually or potentially cause the disruption of the enjoyment of the Premises by the public.

- D. The Licensee shall obtain all licenses and permits required by reason of any maintenance, repairs, construction or use of the Premises as herein provided.

4.3

Insurance and Indemnity

- A. The Licensee shall at all times carry in force public general liability insurance with responsible insurance underwriters, licensed in the State of Rhode Island, insuring the Licensee and the Licensor against all legal liability for injuries to persons (including wrongful death), personal and bodily injury and damages to property, caused by the Licensee's use and occupancy of the Premises, or otherwise caused by the Licensee's activities and operations and maintenance activities, on said Premises, with liability limits of not less than two million dollars (\$2,000,000.00) for any one person, and not less than two million dollars (\$2,000,000.00) for any accident involving injury (including wrongful death) to more than one person, and not less than two million dollars (\$2,000,000.00) for property damage and personal injury and bodily injury resulting from any one accident. Likewise the Licensee shall at all times carry in force Workmen's Compensation and Employer's Liability Insurance as required by law and covering its operations hereunder. Furthermore, the Licensee shall arrange for the Licensor to be named as a co-insured under the foregoing policy or policies.

Evidence of these policies of insurance must be submitted by the Licensee to the Licensor prior to the date of actual occupancy of the Premises by the Licensee. The Licensee shall, if requested by the Licensor, and within ten (10) days of such request, submit the actual policies of insurance to the Licensor. The Licensee shall also submit to the Licensor renewal certificates on any expiring insurance policy required hereunder by the date of expiration thereof. Additionally, each such policy shall contain a valid provision or endorsement that the policy may not be canceled, revoked, changed or modified without the Licensee giving at least ten (10) days' written advance notice thereof to the Licensor.

- B. In addition, to the extent that the Licensor is not held harmless by the provision of policies of public liability insurance carried by the Licensee as hereinabove provided, the Licensee hereby agrees and covenants to defend, indemnify, and hold forever harmless the Licensor from and

against all claims, causes of action, suits, losses, damages, liabilities and expenses including, but in no way limited to, the cost of suit and attorney's fees arising out of or in any way related to the Licensee's use, occupancy, and maintenance of the Premises and its operations at the Premises and/or the Licensee's failure to perform any or all of the covenants of this license under circumstances except when caused by the Licensor's sole negligence or by the joint negligence of the Licensor and any person other than the Licensee, and the coverage of this Section 4.3 shall include with out limitation thereto, damage to property, personal injuries, and bodily injuries to persons, including those resulting in death. The Licensee shall give the Licensor prompt and timely notice of any claims made or suit instituted against the Licensee which in any way would result in indemnification hereunder. The Licensor shall have the right to compromise or participate in the defense of the same to the extent of its own interests hereunder.

4.4 Utilities

The Licensee, at its sole cost and expense, shall arrange for and obtain necessary heat, water, electricity, sewage, storm drainage, and other utility services required for its use. In the event it is impossible or impracticable to secure any of such services other than through facilities owned by the Licensor, the Licensee shall install at its expense necessary connections, supply lines, and (where permitted by law) meters to measure the Licensee consumption of such services and shall pay to the Licensor upon demand, as additional rent, any costs incurred by the Licensor for any such installation and, further, shall pay for such services, upon demand, as additional rent, at reasonable rates as determined by the Licensor. The Licensor shall not be liable for any temporary suspension of any such services.

4.5 Personal Property

The Licensee shall not bring any fixtures, furnishing, machinery, or equipment upon the Premises without first obtaining the written consent of the Licensor, which consent will not be unreasonably withheld. The Licensee shall have the right to remove such personal property from the Premises any time prior to the said termination of this license. If the Licensee fails to remove the same prior to the said termination, such personal property that remains upon the Premises shall become the property of the Licensor free and clear of all claims of the Licensee, its assigns, or creditors.

4.6 Hazardous Use:

The Licensee agrees that the Premises shall not be used for storage of flammable, explosive or hazardous material or waste.

4.7 Hazardous Waste Indemnification:

The Licensee will indemnify, save harmless and defend the Licensor from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including without limitation, the Rhode Island Hazardous Waste Management Act, R.I.G.L. 23-19.1-1 et seq., the Rhode Island Hazardous Substances Act, R.I.G.L. 23-24-1 et seq., the Rhode Island Rules and Regulations for Hazardous Waste Generation, Transportation, Treatment, Storage and Disposal, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601 et seq., on, beneath, above and under the Premises attributable to Licensee subsequent to the date of this agreement arising under Rhode Island General Laws, Section 23-19-1 through 23-19-27, inclusive, as amended or otherwise.

4.8 Advertising:

No advertising shall be placed upon the Premises except to advertise the Licensee's own business. All such advertising must have the prior written consent of the Licensor.

4.9 Liens and Charges:

The Licensee, within sixty (60) days after completion of any construction, alteration, repair or improvement in or upon the Premises, shall furnish to the Licensor a certified statement that all charges for labor and materials furnished have been paid, together with releases of liens.

The creation or imposition of any lien or charge upon the Premises through acts or omissions of the Licensee, its agents, contractors or subcontractors shall be deemed a default under the provisions of this agreement.

In the event any such lien or charge shall not be paid or bonded by the Licensee within fifteen (15) days after the lien or charge accrues, the Licensor shall have the right to pay such lien or charge if it so wishes and the Licensee shall repay the cost to the Licensor as additional rent hereunder, with interest at twelve (12) percent per annum from the date of payment by the Licensor, promptly upon rendition of bill therefore. Nothing in this paragraph or in any other paragraph of this agreement shall be construed as authority to the Licensee to create any lien on the Licensor's interest in the Premises.

- 4.10 Notices given under the terms of this agreement shall be deemed sufficiently served if such notice is mailed by certified mail, return receipt requested, or is so delivered personally. If in the case of the Licensee, such notice is mailed or delivered to the Licensee at the Licensee's address set forth on the first page hereof. If, in the case of the Licensor, such notice is mailed or delivered to the Licensor at the Licensor's office at:

Department of Transportation
Property & ROW
Room 317 State Office Building
Two Capitol Hill
Providence, Rhode Island 02903

or at such other place as the Licensor may from time to time designate in writing to the Licensee.

4.11 Responsibility of the Licensee to its Employees:

The Licensee, in the performance of any and all work by the Licensee under the terms of this agreement or otherwise, upon or adjacent to the Premises, will furnish all labor and supervisory forces of every kind and the Licensee shall employ, pay from the Licensee's own funds and have the right to discharge all persons engaged in the performance of such work and all such persons shall be and remain the sole employees of the Licensee and subject to the Licensee's exclusive supervision, direction and control.

4.12 Fee

The parties agree that given the benefits and the burdens assumed hereunder a license fee in the amount specified in the license to which these rules and regulations are attached is considered by them appropriate and reasonable.

All payments to the Licensor by the Licensee made in accordance with this license shall be in the form of personal check, money order or cashier's check or certified corporate check made payable to the "General Treasurer, State of Rhode Island" and delivered or mailed to the office of the Assistant Director for Property & Right-of-Way, Rhode Island Department of Transportation, Room 317, Two Capitol Hill, Providence, Rhode Island 02903 or such other address as the Licensor may specify by written notice to the Licensee. In the event that checks drawn on accounts of the Licensee are returned to the Licensor unpaid by the bank for insufficient funds or are otherwise dishonored for any reason, the Licensor may by notice to the Licensee require that all future payments made by

the Licensee be certified or be made by money order or cashier's check. In no event shall any sum be tendered in cash by the Licensee.

4.13 Nondiscrimination Clause

In connection with the performance of work under this license and the use and occupation of the Premises, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin or sex. The Licensee further agrees to covenant, in a form to be specified by the Licensor, that it will comply with the nondiscrimination requirements of the Code of Federal Regulations Title 39, Part 21, Appendix C (b) (3), effectuation of Title VI of the Civil Rights Act of 1964.

4.14 Access to Premises by Licensor

The Licensee hereby agrees and covenants that the Licensor, and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Premises for any of, but not limited to, the following reasons or purposes:

- A. To inspect the Premises at reasonable intervals during hours of the Licensee's use and occupation thereof (or at any time in case of emergency) to determine whether the Licensee has complied and is complying with the terms and conditions of this license; or
- B. To perform essential maintenance, repair, relocation or removal of existing underground or overhead wires, pipes, drains, cables and conduits now located on or across the Premises, and to construct, maintain, repair or relocate such facilities in the future, provided, however, that said work shall in no event unduly interfere with the operations of the Licensee.
- C. In the event of an emergency, which determination shall be at the sole determination of the Licensor, to take such action on the Premises as may be required for the protection of persons and/or property utilizing or upon the Premises or otherwise to execute the terms and conditions of this license.

4.15 Rules & Regulations

The Licensee agrees to observe and obey all rules and regulations promulgated from time-to-time by the Licensor for order and safeguard of the Premises.

4.16 Revocation.

This license is revocable at will by either the Licensor or Licensee or both.

4.17 Assigning, Underletting:

The Licensee shall not assign or transfer this agreement in whole or in part, or sublet the Premises or any part thereof, without the prior written consent of the Licensor; and the Licensee shall not mortgage or otherwise encumber or permit to be encumbered the term or any continued term hereof, or any part thereof, or any structures now and hereafter placed on the Premises, without the prior written consent of the Licensor.

5.0 Severability

If any provision of these Rules and Regulations or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the provisions or application of rules and regulations which can be given effect, and to this end the provisions or these rules and regulations are declared to be severable.


6.0 Effective Date

These Rules and Regulations shall become effective twenty (20) days after filing with the Office of the Secretary of State,

CERTIFICATION

I hereby certify that the within Rules & Regulations, relative to Rhode Island General Laws Chapter 37-5 have been adopted by the Department of Transportation and that this is a true copy of said Rules and Regulations.

DATE: _____



William D. Arkner, Ph.D.
DIRECTOR

Subject Fw: CRMC application

From Steve O'Neill <

To: Carcieri Paul

Date Jun 11 at 4:45 PM

Dear Paul:

In your most recent email to me, you asked for a couple of additional assurances. First, you wanted to know the status of the CRMC review. And second, you wanted assurance from the Town that it is willing to maintain the monument once erected, as part of the 2014 license agreement regarding Independence Park.

Regarding the first item, the thread below between me and Tracy Silvia (which also includes some emails between me and our Design Committee Chair Stephan Brigidi) seems to pretty clearly state that it would be either RIDOT or the State Properties Committee, as to be decided between them, rather than the Town of Bristol, who would file the Assent Application with CRMC regarding the location and design of our memorial. In my view that presupposes that before the Assent Application is filed, both RIDOT and the State Properties Committee would have approved the location and design, which I understand is imminent with respect to RIDOT and ideally would quickly be followed by State Properties Committee approval. Obviously if you or the State Properties Committee needs information from us in order to complete the CRMC Application, we'd be glad to furnish it.

Regarding the second item, before we approach the Town about that, I just wanted to again point out that the Independence Park licensing agreement of 2014 states that it is subject to the rules and regulations governing the use of highways, etc., a copy of which is incorporated by reference and appended to the agreement. And Section 4.2 B of those appended regulations states that "the Licensee agrees to *maintain* the premises at its sole cost and expense, including any subsequent alteration, addition, structures, or improvements erected upon or made by the licensee thereto, including, but in no way [limited*] to, the removal of sand, trash, rubbish, snow, ice, broken glass, debris, litter, and other unlawful obstructions, which may accumulate thereupon."

*The word "limited" was apparently erroneously omitted from the regulations.

I understand that there was no actual representation to that effect among the copies of Town and Town Agency votes that I provided you, but I'd argue that the above quoted provisions make it unnecessary to obtain a Town resolution to the same effect. But if you nevertheless want one, we'll do our best to obtain it for you.

Also, any guidance you have as to how and when we obtain State Properties Committee approval would be appreciated.

Please let me have your thoughts regarding the foregoing.

Steve O'Neill

Subject RE: CRMC application

From Carcieri, Paul (DOT) <l

To: Steve O'Neill

Date Jun 12 at 9:28 AM

Hi Steve, Thanks for you email. In this case the State Properties Committee is not involved. The monument will be added like a "piece" to the license agreement to Bristol which the Committee has already seen and executed. That's why the question of the Town's awareness of their responsibility to maintain the monument is important. I know it's in the agreement's wording but we are more comfortable seeing the Town's acknowledgement of same up front. The State doesn't make application to CRMC in a case like this. The proposer makes application in their name and the State, as land owner, provides a statement that it is aware of and endorses the proposal. That we are happy to do.

Thanks, Paul
